

# ADVENTURE LIFESIGNS – CARRINGTON SCHOOL BOOKING TERMS AND CONDITIONS ESWATINI (back up destination Zambia) 2024

## Definitions and Interpretation

### 1. Your Agreement

1.1 Your contract will be with ADVENTURE LIFESIGNS LIMITED, Company number 04091767 of The Kiln Grange Road, Tongham, Surrey, GU10 1DJ. ("we", "us" or "ours").

Contact details:

Tel: +44 (0)1483 810785

Email: [info@adventurelifesigns.co.uk](mailto:info@adventurelifesigns.co.uk)

Correspondence address: The Kiln Grange Road, Tongham, Surrey, GU10 1DJ.

These Booking Conditions ("Conditions"), together with our privacy policy ([www.adventurelifesigns.co.uk/privacy](http://www.adventurelifesigns.co.uk/privacy)), our website terms and conditions of use (where you have made a booking via our website), together with any and all information that we provide to you in regard to your booking (including the Expedition Handbook, where applicable), form the basis of your contract ("the Contract") with us. In these Conditions references to "you" and "your" means the Venturer and/or the Co-ordinator (and authorised representative of the company, organisation or school, where applicable) who shall be first named person on the booking (the "Lead Name") and all persons named on the booking (including anyone who is added or substituted at a later date) and any one of them, as applicable. The lead name shall be responsible for the administration and correspondence in regard to the booking and warrants that, they are the parent or legal guardian (where applicable), or otherwise have the authority to make the booking (and any amendments and/or cancellations) on behalf of all the persons named on the booking (or the company, organisation or school, where applicable).

1.2 In making a booking with us, the lead name is regarded as having read, understood and agreed to these Conditions on behalf of themselves and everyone else in the booking. The lead name shall be liable for:

- (i) the full payment of any deposits and balances;
- (ii) the payment of any amendment fees or cancellation charges;
- (iii) confirming the details all the persons named in the booking to us;
- (iv) passing on to all persons in the booking any and all information issued by us including, without limitation, our booking confirmation invoices ("Confirmation Invoice") and these Conditions; and
- (v) the conduct of the persons in the booking (see clauses 8 (Our Liability) and 11 (Behaviour)).

1.3 To make a booking with us for a trip ("Venture"), you will need to complete an Application Form ("Application Form") and pay a deposit for each paying member of your booking (this can also be done online) - and the Contract will come into existence when we have reviewed your medical form and issued our Confirmation Invoice/email. However, we reserve the right not to accept your booking at any time up until we have issued a confirmation invoice to you and, in this event, we will refund any deposit(s) that you have paid to us. Please check the Confirmation Invoice contents carefully and, in the event of any discrepancy, contact us immediately. Any discrepancies which are not notified to us within the timescale prescribed in these Conditions may lead to you incurring additional costs and charges. You confirm that the Application Form has been completed fully and accurately and that you will inform us in writing as soon as possible, and not less than 60 days before the Departure Date, if any of the details provided on the Application Form change.

1.4 You will be required to provide full details of every travelling member of the party not less than eight (8) weeks prior to the Departure Date. Any deposit in respect of any member of a party for whom details have not been provided at this time shall be forfeit.

1.5 We endeavour to ensure that all the information and prices both on our website and in our brochures and other promotional materials are accurate, however, occasionally changes and errors occur, and we reserve the right to correct prices and other details in any such circumstances and at any time. You must check the current price and all other details relating to the travel arrangements that you wish to book before you make your booking. We will not be liable for booking errors which are attributable to you and, should you subsequently need to amend a booking that we have confirmed, amendment charges shall apply. If a price on our booking confirmation, website, brochures or promotional material is obviously incorrect, a booking made on that price will not be valid and we reserve the right to cancel the booking, unless you wish to pay the correct price.

### 2. Your Responsibilities

2.1 By signing the Application Form, you confirm that:

- (i) you are aware of the likely physical demands of the Venture and have discussed this aspect both with our representative and where the Venturer is a minor, their parent/guardian. You confirm that you are aware of the possible effects of such things as, without limitation, trekking at high altitude, jungle environments and other inhospitable environments and declare that you are sufficiently physically fit and medically health to participate safely. Whilst we offer guidance and general advice in good faith about how to stay healthy while on the Venture, we will suggest further sources of information which you should familiarise yourself/ with. For COVID-19 travel updates, please visit: [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice); and
- (ii) you are aware that overseas standards of health and hygiene vary from country to country and are seldom as high as they are in the UK. This is a challenging Venture and includes visits to remote areas. You must be fully aware of the risks to your health from sources such as, without limitation, poor local hygiene, high altitude, fatigue, physical injury and tropical diseases. You are responsible for your own equipment and belongings during the

Venture and bear the sole responsibility for wear and tear and incidental damage to your own equipment.

2.2 Any arrangements which you make independently which do not form part of the published Venture itinerary or our Contract with you and are made entirely at your own risk. Your contract will be with the provider/supplier, and we shall not be responsible or liable for the provision of any arrangement or for anything that happens during the course of its provision.

2.3 Whilst we provide equipment for the Venture, including without limitation, tents and camping equipment, we are responsible for the maintenance of such equipment. Where you deliberately or recklessly cause damage to any such equipment, whether during the Venture or during any pre-Venture Training Days provided by us, you shall indemnify us and keep us indemnified from all losses, costs or other expenses arising from any such wilful or reckless damage so caused.

2.4 You will be responsible for arranging transfers to your Departure airport and from your arrival airport upon your return from the Venture.

2.5 You will, prior to the Venture, provide us with a completed consent form to allow access to your medical records in case of emergency.

### 3. Package Travel and Linked Travel Arrangements Regulations 2018 and Your Financial Protection

3.1 The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations. Therefore, you will benefit from all EU rights applying to packages. We will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that we become insolvent. For more information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018:

<https://www.legislation.gov.uk/ukxi/2018/634/contents/made>

3.2 The money you pay us for a flight inclusive booking is protected by an ATOL (number 9303) which is managed by the Civil Aviation Authority, Gatwick Airport South, RH6 0YR. When you buy an ATOL protected flight or flight inclusive package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to or confer a benefit on you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

### 4. Your Venture Price

4.1 We reserve the right to alter the price of any unsold Ventures. You will be advised of the current price of the Venture that you wish to book before we issue our Confirmation Invoice to you.

4.2 For school Ventures, when you make your booking you must pay a deposit of three hundred pounds (£300.00) and all other payments in accordance with the table in clause 6. The balance of the price must be paid at least 90 days before your Departure Date. If the deposit, instalments and/or balance are not paid on time we reserve the right to cancel your booking and retain the deposit(s). In respect of the balance and in respect of all payments payable under our Contract with you, the Confirmation Invoice will set out the payment dates and amounts of payments due.

4.3 We are able to change the price of your booking after you have booked as a result of changes: (i) in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources; (ii) in the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or (iii) to exchange rates relevant to your booking. However, there will be no change to the price of your booking within 30 days of your Departure.

We will absorb and you will not be charged for any increase equivalent to 2% or less of the price of your arrangements which excludes any amendment charges and, conversely, we will not refund any decrease in booking price of 2% or less. You will be charged for the amount over and above 2% and, if the increase in price is more than 8% of your booking price, you will have the option of (i) accepting the price difference and paying the additional amount due; or (ii) accepting a change to another booking if we are able to offer one (we will refund any price difference if the alternative is of a lower value); or (iii) cancelling your booking and receiving a full refund

of all monies paid, except for any amendment charges. Should you decide to cancel you must do so within the time period shown on your final invoice. Should the price of your Venture go down due to the changes mentioned above, by more than two per cent (2%), then any refund due will be paid to you minus our administration costs (which may cancel out any refund due to you). However, please note that some overseas elements of the Venture are not always purchased in local currency and some apparent changes have no impact on the price of your Venture due to contractual and other protection in place.

4.4 Where any payment due under this Contract from you is overdue, we reserve the right to charge you interest (both before and after any Judgment) on the amount unpaid, at the rate of [four per cent (4%)] per year above HSBC Bank plc base rate from time to time, until payment in full is made (a part month being treated as a full month for the purpose of calculating interest).

## 5. If You Change Your Booking

5.1 We start to incur costs from the moment you make your booking. If, after our Confirmation Invoice has been issued, you wish to change your Venture in any way, we will do our utmost to make these changes, but it may not always be possible. Any request for changes must be made by you in writing by email as soon as possible and the effective date of any change shall be the date that we receive written notification from you. Where we can make the requested changes, you will be asked to pay an administration charge of £50 ("Amendment Charge") and any further costs or charges we incur (whether from our suppliers or otherwise) in making the changes to your booking. You should be aware that these costs could increase the closer to the Departure Date that changes are made, and you should contact us as soon as possible. Certain travel arrangements (e.g. Apex Tickets, flights, transfers, excursions, upgrades, etc.) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the Venture.

5.2 If the amendment results in fewer people in your booking, then the total price payable for the booking will be adjusted accordingly based on the lower number of people in the booking, which may result in an increase in price per remaining person. Cancellation fees will also be payable in regard to the people who have cancelled their place in the booking. If a cancellation brings the total number of people in the booking below the minimum number required to qualify for any discount in price or a concession for any accompanying adults, the total price and concessions may be adjusted accordingly.

5.3 You can transfer a booking to another person, who satisfies all the conditions that apply to the booking, by the lead name giving us notice in writing as soon as possible and in any event no later than 7 days before your Departure. Both the previous person in the booking and the person to whom the booking is being transferred to will be responsible for paying all costs and charges we incur in making the transfer. For flight inclusive bookings, most airlines do not permit name changes after tickets have been issued for any reason, therefore you may have to pay the full cost of an alternative flight (where available) if you wish to transfer a flight seat after your booking has been confirmed.

## 6. If You Cancel Your Venture

6.1 You may cancel your Venture at any time after we have issued a confirmation invoice to you and the effective date of any change shall be the date that we receive written notification from you at our registered office. Since we incur costs in cancelling your Venture, you will have to pay the applicable cancellation charges up to the maximum shown below. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim some or all of these charges.

Month	Deposit	Event	Amount Refundable	Remarks
1 – Aug 22	£300	Team Forms	Non-refundable	
2			Non-refundable	
3			Non-refundable	
4			Non-refundable	
5 – 1 <sup>st</sup> Dec 22	£300	EST (1)	£180	£100 non-refundable for EST
6			£160	
7			£140	
8			£120	
9			£100	
10 – 1 <sup>st</sup> May 23	£300		£380	
11			£360	
12			£340	
13			£320	
14 – 1 <sup>st</sup> Sep 23	£400	Flights Booked	£500	£200 non-refundable flight deposit
15			£480	
16			£460	
17			£440	
18			£420	
19		EST (2)	£300	£100 non-refundable for EST
20			£280	
21 – Apr 24	£1,700	Balance Payment	By agreement*	Flights paid
22			By agreement	
23			By agreement	
24		Expedition departs	By agreement	

\* Based on what in-country costs are recoverable at this stage.

6.2 Where the cancellation charge is less than the deposit, the deposit shall be charged.

6.3 For flight-inclusive bookings, you must also pay any cancellation charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued, for any reason, these charges are likely to be the full cost of the flight(s). Some elements of your booking (e.g. transfers, excursions, upgrades, etc.) may also not be refundable.

6.4 We may, at our sole discretion, agree to apply different cancellation fees for events booked by corporate companies ("Corporate Events") which shall be expressly set out as part of our Contract with you.

## 7. If We Change or Cancel Your Venture

7.1 It is unlikely that we will have to make any changes to your Venture, but we do plan the Venture many months in advance. Occasionally, we may have to make changes and it is a term of your Contract with us that we are able to make changes to any aspect of your booking at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. Minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers and any change to a London departure airport (including London City, London Gatwick, London Heathrow, London Luton, London Stansted and London Southend). In the event of a minor change, we shall not be liable to pay you any compensation.

7.2 If we are constrained by circumstances beyond our control to significantly alter any of the main characteristics of the travel services that make up your booking we will inform you as soon as reasonably possible, if there is time before your Departure, and you will have the choice of (i) accepting the change; or (ii) accepting a suitable alternative where we are able to offer one (we will refund any price difference if the alternative is of a lower value); or (iii) having a refund of all monies paid, if we are not able to offer an alternative that is sufficiently comparable. We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

We will also pay compensation as detailed below, except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

7.3 We also reserve the right to cancel your Venture however, we will not cancel less than 4 weeks before your Departure date, except for unavoidable and extraordinary circumstances (a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken), or failure by you to pay the final balance, or because the minimum number of clients required for a particular Venture has not been reached (the minimum number will be provided to you at the time of booking, along with the time limit for us to tell you if your booking has to be cancelled due to the required minimum numbers not being reached). We also reserve the right at any time prior to the Departure Date to notify you in writing that the Venture will be merged with one or more other Ventures and may result in a change to the planned destination.

7.4 If we are unable to provide the Venture, you can either have a refund of all monies paid or accept an alternative venture of comparable standard from us if we are able to offer one (we will refund any price difference if the alternative is of a lower value), we will pay to you compensation as set out in the table below, except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above) or because the minimum numbers have not been reached.

### If we make a major change to or cancel your venture

Period before Departure within which notice of Cancellation or major change is notified to you	Amount you will receive from us
More than 42 days	£ Nil
41-28 days	£20.00
27-14 days	£30.00
13 days-date of travel	£40.00

## 8. Unavoidable and extraordinary circumstances (Force Majeure):

Except where otherwise expressly stated in these Conditions we will not be liable for any damage, loss, costs, or other expenses incurred by you - or pay you compensation - where the performance or prompt performance of our Contractual obligations to you are prevented, or affected by, or you otherwise suffer any damage, loss or expense of any nature, as a result of unavoidable and extraordinary events.

Unavoidable and extraordinary events are events that neither we nor the suppliers of any service(s) in question could, even with all due care, foresee or avoid. Such events include, without limitation, war (whether actual or threatened), civil unrest, riot, strife, terrorist activity and/or its consequences or the threat of such activity, health risks, infectious disease, epidemics and pandemics and government measures to combat such outbreaks, riot, the act of any government or other national or local authority or the act of any airport, port or river authorities, unforeseeable technical problems with transport, airport, port or airspace closure restriction or congestion; flight or other travel restrictions imposed by any government, regulatory authority or other third party; industrial dispute, sanctions, lock closure, natural or nuclear disaster, fire, flood, adverse weather conditions, volcanic eruption, chemical

or biological disaster, consequences of Brexit and all similar events outside our or the concerned supplier's control.

## 9. If You Have A Complaint

If you have a problem during your Venture, please inform the Venture Leader immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up by writing to our Customer Services our registered office giving your booking reference and all other relevant information and where possible evidence. We must receive any such complaint not later than 28 days of the date of your return from the Venture. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form whilst on Venture. If you fail to follow this simple procedure, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in destination and this may affect your rights under this Contract as you will have failed to have mitigated (minimised) your losses and will be unable to subsequently recover compensation for this element. Where any payment is made by us in regard to a claim, the person(s) receiving it (and their parent or guardian if under 18 years) agrees to assign to us or our insurers any rights they may have to pursue any third party and must provide us and our insurers with all assistance we may reasonably require.

## 10. Our Liability to You

10.1 Under the Package Travel and Linked Travel Arrangements Regulations 2018, we are responsible for the proper performance of the package. However, you must inform us without undue delay of any issues with any of the travel services included in your booking.

10.2 We will not be liable for any injury, illness, death, loss (for example loss of possessions or loss of enjoyment), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from: (i) the act(s) and/or omission(s) of the person(s) affected or another/any member of your group; (ii) the act(s) and/or omission(s) of a third party unconnected with the provision of the travel services in the booking that are unforeseeable or unavoidable; (iii) unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken; (iv) any loss or damage you incur that relates to any business activity (including without limitation loss of earnings); (v) any loss or damage that relates to any services that you may have entered into separate contracts for with other providers/suppliers and which do not form part of our Contract with you (including, without limitation, any additional services or facilities booked and arranged by you directly, including any activity, tour or excursion you purchase in destination from a third party) and/or any services provided near to where you are staying such as water sport providers, beach vendors, shops, massage and other spa therapies and sporting facilities; (vi) any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to it being confirmed, we could not have foreseen you would suffer or incur if we breached our Contract with you; and any damage, loss or expense or other sum(s) of any description pursuant to clause 9.2 (Covid-19).

10.3 You should be aware that standards including safety and hygiene may be lower than you would expect in the UK. Our Contract with you and the laws and applicable standards of the country in which your claim or complaint occurred will be used as the basis for reviewing your complaint. If the particular travel services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, the travel services will be treated as having been properly provided.

10.4 Our liability, except in cases involving death, or personal injury, as a result of our negligence, or the negligence of our suppliers who provide some of the services that form part of your Contract with us, shall be limited to a maximum of three times the cost of your travel arrangements (excluding any amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under any conditions of carriage or International Conventions.

10.5 Our liability will also be limited in accordance with and/or in an identical manner to the contractual terms of carriage of the transport companies that provide the travel services that make up your booking (e.g. airlines, boats, ships, inland waterways, trains) in addition to any applicable International Conventions (including, without limitation, the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation). Any such terms shall be incorporated into your Contract with us and will apply to you on that journey. Please note that strict time limits may apply for notifying of loss, damage, or delay of luggage to airlines. You can ask for copies of the transport companies' conditions of carriage, or the international conventions from our offices.

10.6 Under the Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019 you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation, or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However, reimbursement in such cases will not automatically entitle you to a

refund of your Venture cost from us. Your right to a refund and/or compensation from us is set out in these Conditions. If any payments to you are due from us, any payment made to you by the airline, or any other service provider will be deducted from this amount.

10.7 We cannot accept any liability for any damage, loss, expense or other sum(s) of any description which did not result from any breach of our Contract with you or other fault by ourselves or our employees or, where we are responsible for them, our suppliers.

## 10.8 Covid-19:

We both acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst in destination.

We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

(i) If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time. If this happens within 14 days of your Departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

(a) Postponing your booking to a later date. We will notify you of any impact to the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your booking, such as the flight, as well as any increase in cost imposed by other suppliers);

(b) If not everyone in the booking is affected, you will have the right to transfer your place on the booking to another person nominated by you, subject always to the requirements of clause 5.3;

(c) Cancelling your booking, in which case our standard cancellation charges shall apply as of the date we receive notice of cancellation from the lead name. You may be able to claim these charges back from your travel insurance.

If this happens whilst you are in destination, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your booking, missed transport arrangements, additional accommodation required (either in the UK or in destination, prior to your Departure), or other associated costs incurred by you.

(ii) You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so and, as such, you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with your booking, or that portion of your booking.

You also acknowledge that the suppliers providing your booking and associated travel services, including airlines, hotels, and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19 and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of facemasks by staff (and you may be required to wear a facemask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options, limited food/drink availability and amendments to the usual or normally expected safety standards and procedures. We do not expect these measures to have a significant impact on your enjoyment of your booking and all measures will be taken with the purpose of securing your safety and those around you.

## 11. Passport, Visa, Immigration Requirements Local Laws and Regulations

11.1 It is your responsibility to check and comply with any travel, passport, visa, entry, health, vaccination, testing and immigration requirements applicable to your booking. Requirements change on a regular basis and you must therefore continually check and monitor the requirements up to your date of return, both in regard to the countries to which you are travelling to or through - and any requirements on your return to the UK.

In addition to the relevant embassies and/or consulates, information can also be found on the following websites:

FCDO (<https://www.gov.uk/foreign-travel-advice>)

NaTHNaC (<https://travelhealthpro.org.uk/>)

Brexit (<https://www.gov.uk/visit-eu-switzerland-norway-iceland-liechtenstein>)

GHIC: (<https://www.gov.uk/global-health-insurance-card>)

Passports: (<https://www.gov.uk/apply-renew-passport>)

<https://www.gov.uk/government/organisations/department-for-transport>

<https://www.gov.uk/government/organisations/department-for-education>

11.2 We do not accept any responsibility and shall not be liable if you cannot travel or cannot participate in any part of the Venture because you have not complied with any passport, visa vaccination, testing or immigration requirements or are not in possession of necessary travel documentation (including, without limitation, vaccination certificates, testing kits and any other required documentation).

11.3 Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year from date of issue, you should check with the Embassy of the country you are visiting. You shall

indemnify us against any loss, cost or expense that we may incur or suffer as a result of your failure to comply with any such requirements.

11.4 The carrier(s), flight timings and types of aircraft shown in our brochures, on our website and as detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation (which shall not be considered to be a significant change to you booking). We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be sent to you before your date of Departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched, we will contact you as soon as we can to let you know.

11.5 In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows:

KLM	British Airways	South African Airlines
Emirates	Kenyan Airlines	Qatar

11.6 Regulation (EC) No.2111/2005 also establishes a list of air carriers which are subject to an operating ban within the European Community: [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en).

## 12. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are in destination are not part of your Contracted arrangements with us. Your contract will be with the operator of the excursion or tour and not with us. We shall not be responsible or liable for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## 13. Behaviour

13.1 Whilst a Venture is in progress, all decisions shall be made by us or our representative attending the Venture (the "Venture Leader") on our behalf. You shall procure that you shall act at all times in accordance with all instructions from us and/or the Venture Leader.

13.2 All people travelling with us are to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other Venturers. If in our reasonable opinion or in the reasonable opinion of any other person in authority, your behaviour or that of any member of your booking is causing or is likely to prejudice the good order, discipline or safety of the Venture, including as a result of you breaking any school rules, being excluded from school or breaking any law or regulation of any country where the Venture takes place, or you fail to adhere to the Venture Code of Conduct, or cause distress, danger or annoyance to any third party (including being threatening or abusive, upsetting, annoying or disturbing any other traveller, our staff or agents or putting any of them in danger) or damage to property, or to cause a delay or diversion to transportation, we reserve the right to consider your booking to have been cancelled by you with immediate effect. In this event, our liability to you will cease and you will lose your deposits and be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or the people in your booking and will not be liable for any damage, loss, refunds, expenses, or other costs incurred by you as a result including, without limitation, any return travel arrangements, the costs of cleaning, repairing or replacing property lost, damaged or destroyed by you, compensating any passenger, crew, staff or agent affected by your actions and diverting the aircraft or ship for the purpose of removing you. If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation concerned for the cost of the damage before the end of your stay (if the cost has been established by then) or as soon as it has been established (if later). You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation or any third party as a result. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking or with us.

13.3 You must at all times throughout the Venture abide by the laws and customs of the countries visited and behave in a respectful and considerate manner to local people and to other members of the Venture.

## 14. Additional assistance

We will provide appropriate assistance in the event that you or a person in your booking experience difficulty whilst in destination, in particular, by providing information on health services, local authorities and consular assistance; and helping you to make any necessary phone calls/emails and find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused intentionally by you or a person in your booking, or as a result of your negligence.

## 15. Health and Safety

15.1 By signing the declaration on the Application Form you confirm that you appreciate the risks involved in the Venture and that you do not suffer (or has ever suffered) from any pre-existing medical condition that may actively prevent you from actively participating in the Venture.

15.2 It is your responsibility to ensure that you are medically fit enough to undertake the Venture and to ensure that you have received the necessary inoculations and medications (and take them as prescribed by your doctor) relevant to the destination country. Unless informed otherwise in writing we

will assume that you are in good health and are not aware of any reason why you may be unsuited to taking part in the Venture. We recommend that you consult your doctor before making a booking to ensure that you are medically fit and are fully aware regarding the immunizations and medical issues related to your destination country.

15.3 If you or any member of your booking has any specific medical condition, disability or reduced mobility which may affect your chosen travel arrangements then you should provide us with full details at the time of booking and before we issue our Confirmation Invoice to you, so that we can advise as to any suitability or otherwise of the chosen arrangements.

15.4 You must also promptly update us of any changes that may occur after booking but prior to Departure. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to inform you of this.

## 16. Special Requests

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled and any failure to arrange a special request on our part shall not be deemed as being a breach of our Contract with you. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. We do not accept bookings that are conditional upon any special request being met.

## 17. Data Protection

We take full responsibility for ensuring that proper security measures are in place to protect your/the Venturer's information. When you make a booking, you consent to all the information you provide being passed on to our suppliers, wherever they may be based.

Our privacy policy sets out what personal data we collect about you, how and why we use it, who we disclose it to, and how we protect your privacy in accordance with the UK GDPR: ([www.adventurelifesigns.co.uk/privacy](http://www.adventurelifesigns.co.uk/privacy)).

It is possible that photographs or video may be taken for inclusion in our brochure or website or for other promotional purposes. By booking with us and, unless you tell us otherwise, you consent to us using any such photographs or video without charge (whether current or in the future). Where it is practical to do so, we will seek the consent of any persons who are prominently included in any shots. Consent will not generally be sought from persons who only appear in the background and are not identifiable. No persons will be identified by name. Our privacy policy includes provision for your being able to contact us to withdraw your consent to any further such use, as from receipt of your notice to that effect.

## 17. Variation

These booking conditions may be varied by us at any time and at our sole discretion. Any new Conditions will be published on our website and will have immediate effect.

## 18. Law and jurisdiction

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your Contract or booking will be dealt with by the exclusive jurisdiction of the Courts of England and Wales.

Date: 13<sup>th</sup> July 2022

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